

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF OKLAHOMA**

SARAH ZEESHAN and )  
ZEESHAN CHOUDHRY )  
                       )  
Plaintiffs,         )  
                       )  
vs.                  )      **Case No. 17-CV-447-KEW**  
                       )      **JURY DEMAND**  
ZAINAB PERTROLEUM, INC.; )  
GONDAL PETROLEUM, INC.; )  
BUDGET INN, INC.;        )  
AHMAD ZULFIQAR;        )  
Defendants.         )  
                       )

**ANSWER BY DEFENDANT GONDAL PETROLEUM, INC.**

**COMES NOW** the Defendant, Gondal Petroleum, Inc., by and through its attorney of record, Jeff Potts, and for its answer to the Plaintiffs' Complaint, states as follows:

1. Defendant is without sufficient information to admit or deny paragraph No. 1, 2, 3.
2. Defendant denies paragraphs No. 4.
3. Defendant admits paragraphs No. 5.
4. Defendant denies paragraphs No. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 70 and demands strict proof thereof.
5. In the event of mistake of numbering of allegations in Plaintiffs' Complaint or the Defendant's answer, the Defendant denies the allegation as numbered.

**AFFIRMATIVE DEFENSES**

**First Affirmative Defense**

To the extent plaintiffs lack standing with respect to any claim, that claim should be dismissed.

**Second Affirmative Defense**

To the extent any claim is moot or not ripe for adjudication, that claim should be dismissed.

**Third Affirmative Defense**

To the extent that any claim fails to state a claim on which relief can be granted, it should be dismissed.

**Fourth Affirmative Defense**

To the extent that any claim is barred by the statute of limitations, that claim should be barred.

**Fifth Affirmative Defense**

To the extent that any claim is barred by the Defendant's payments of in-kind compensation under the FLSA, those payment should be included as compensation to Plaintiffs;

**Sixth Affirmative Defense**

To the extent that any claim is barred by set-off, said claim should be dismissed.

**Seventh Affirmative Defense**

To the extent that Plaintiffs allege they were not fully paid according to FSLA, defendant affirmatively asserts that Plaintiffs were either fully paid or were executive employees and not entitled to overtime payments.

**Eight Affirmative Defense**

To the extent that Plaintiffs allege they are covered under the FLSA, Defendant affirmatively alleges the Plaintiffs were business owners of the enterprise.

**Ninth Affirmative Defense**

To the extent that Plaintiffs claim coverage under the FLSA, Defendant affirmatively alleges that Plaintiffs were fully compensated by either cash compensation, meals, housing, utilities, fuel, inventory from the Panama Store, or transportation.

**WHEREFORE** premises considered, the Defendant, Gondal Petroleum, Inc., prays that Plaintiffs' Complaint be denied, they take nothing and for such other relief as this Court deems just and proper.

**Respectfully submitted,**

/s/Jeff Potts

Jeff Potts, OBA#13756  
Jeff Potts Law Office  
1515 East Okmulgee  
Muskogee, OK 74403  
(918) 687-7755  
(918) 681-3939 – fax  
jeffpottslawoffice@att.net

**Certificate of Mailing**

I, Jeff Potts, hereby certify that on the 27th day of November, 2018 I mailed a true and correct copy of the above and foregoing Defendants' answer with postage prepaid in the U.S. Mails and the Court's CM/ECF system to:

Dan R. Byrd  
Keith & Associates Legal  
115 W. 3<sup>rd</sup> Street, Suite 800  
Tulsa, OK 74103

Brett Feinstein  
14 NE 1<sup>st</sup> Ave., Ste 1109  
Miami, FL 33132

Mark J. Cagle  
115 W. 3<sup>rd</sup> St., Ste 407  
Tulsa, OK 74103

/s/ Jeff Potts  
Jeff Potts